

AGREEMENT

between

BOROUGH OF FAIR LAWN

and

WHITE AND BLUE COLLAR EMPLOYEES' ASSOCIATION OF FAIR LAWN

TERM: JANUARY 1, 2006 THROUGH DECEMBER 31, 2009

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WITNESSETH:

WHEREAS, certain full-time **EMPLOYEES** who are eligible for inclusion in an appropriate bargaining unit pursuant to N.J.S.A. 34:13A-5.3 are otherwise unorganized as a bargaining unit, and have engaged in negotiations for compensation as Municipal Employees of the **BOROUGH** of Fair Lawn; and have chosen to bargain as a unit, by designated representatives, on behalf of "**WHITE COLLAR FULL-TIME EMPLOYEES**" and "**BLUE COLLAR FULL-TIME EMPLOYEES**" of the **BOROUGH** of Fair Lawn; and

WHEREAS, said full-time **EMPLOYEES** have, through their designated representatives, met with the **BOROUGH** relative to certain terms and conditions of employment, and compensation therefor.

NOW, THEREFORE, the parties agree as follows:

I. TERMS OF AGREEMENT:

This Agreement shall take effect and bind all the parties from January 1, 2006 through December 31, 2009. Thereafter, all the provisions of this Agreement shall remain in full force and effect until a new agreement is executed.

II. SALARIES:

Effective January 1, 2006, there shall be a salary increase of 3.9% to be computed upon the base salary of December 2005. Effective January 1, 2007, there shall be an additional salary increase of 4.0% to be computed upon the base salary of December, 2006. Effective January 1, 2008, there shall be an additional increase of 4.0% to be computed upon the base salary of December, 2007. Effective January 1, 2009, there shall be an additional increase of 4.0% to be computed upon the base salary of December, 2008. All increases shall be compounded.

All employees newly hired as of the date of the signing of this contract shall be paid under a new salary ordinance which will be a 1% reduction on all salary ranges for existing employees for the year 2006 on all steps with the exception of maximum.

New employees starting before August 1st of any year shall be eligible for a step increase on January 1st of the next year.

Longevity payments begin on the January following completion of three (3) consecutive years of service.

Each existing employee shall receive longevity pay of one per cent (1%) for each three years of service and two per cent (2%) for each five years of service.

(Example: Three years 1%, five years 2%, eight years 3%, ten years 4%, etc.) Longevity credit shall be computed for the first full calendar year hired (January through December) and every calendar year thereafter. Longevity shall not apply to new employees hired after December 31, 1995, who are subject to annual appointments nor to any part-time employee hired after that date. Additionally, part-time employees, regardless of date of hire, shall not be entitled to additional increases for longevity after December 31, 1995.

The longevity scale for new employees hired as of the date of the signing of this contract shall be as follows:

Less than 5 years of employment	-	\$ 0
5 years but less than 10 years	-	\$ 500
10 years but less than 15 years	-	\$ 750
15 years but less than 20 years	-	\$1,000
20 years but less than 25 years	-	\$1,750
25 years or more		\$2,000

III.

PRIOR TERMS, CONDITIONS AND BENEFITS:

All previous terms conditions and benefits enumerated herein, which accrue to the **EMPLOYEES**, shall be continued, except as modified herein.

IV.

BEREAVEMENT DAYS:

Each **EMPLOYEE** herein shall be entitled to three (3) bereavement days without loss of pay in the event of the death of a father, mother, father-in-law, mother-in-law, spouse, children or siblings, and grandfather or grandmother, and for all other family members, there shall be a bereavement period of one (1) day with pay.

V.

OVERTIME PAY:

A. As to White Collar Employees:

All hours worked in excess of thirty-five (35) a week shall be paid at the rate of one and one-half (1-1/2) times the **EMPLOYEE'S** hourly rate of pay. As in the past, the determination as to overtime will be scheduled by the Department Head and/or Manager. Overtime shall be based upon base salary plus longevity pay.

B. As to Blue Collar Employees:

All hours worked in excess of forty (40) a week, shall be paid at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay. As in the past, the

determination as to overtime will be scheduled by the Department Head and/or Manager.

- C. Employees called in to work on their days off or called back to work after they have left the premises on a regularly scheduled work day shall receive a minimum of two (2) hours of pay at one and one-half (1-1/2) the employee's hourly rate of pay for all work performed under such circumstances. Employees who continue to work at the end of the day who have not left the premises shall receive pay at a rate of one and one-half (1-1/2) the employee's hourly rate of pay in excess of forty (40) hours a week.
- D. The Borough of Fair Lawn will pay Five (\$5.00) Dollars towards meals whenever any employee works twelve consecutive hours. In a call-out or emergency situation when an employee is not scheduled to work, the employee is entitled to one (1) Five (\$5.00) Dollar meal payment per eight (8) hour shift. Payment can be made by the submission of a cash voucher.

VI. HEALTH BENEFITS:

- A. For all full-time **EMPLOYEES** hired as of December 31, 2002, the **BOROUGH** shall continue to pay each full-time **EMPLOYEE'S** premiums for the Blue Cross, Blue Shield Health Coverage Program, or its reasonable equivalent, for each **EMPLOYEE**, plus dependents.
- A(1). For all full-time **EMPLOYEES** hired on or after January 1, 2003, the **BOROUGH** shall pay each full-time **EMPLOYEE'S** premiums for his/her coverage, plus dependents, in the Horizon Blue Cross, Blue Shield of New Jersey Point of Service Plan or its reasonable equivalent.
- B. The **BOROUGH** shall continue to provide to each full-time **EMPLOYEE**, plus dependents, the Blue Cross, Blue Shield of New Jersey Prescription Drug Program or its reasonable equivalent.
- C. During each year of this Agreement, the **BOROUGH** shall reimburse **EMPLOYEES** in the bargaining unit for the cost of an eye examination and/or prescription glasses not to exceed a total payment of Two Hundred Twenty-Five (\$225.00) Dollars every two (2) years per **EMPLOYEE**. This is an "EMPLOYEE only" benefit. Bills are to be submitted to the **BOROUGH** by September 1st of each year, if possible.
- D. The **BOROUGH** shall continue to provide to the members of the bargaining unit a family dental plan equivalent to the "Delta Dental Plan" with an annual benefit limitation of \$1000 per family member.

E. The **BLUE/WHITE COLLAR ASSOCIATION** agrees to consider alternative health benefits plans should the **BOROUGH** find any which provide comparable benefits at a lower cost.

VII. VACATION DAYS:

A. The following vacation time shall accrue to each of the **EMPLOYEES** and are computed as work days:

0 to end of 1 st calendar year	- 1 day per month
1 to 5 years	- 13 days
6 to 10 years	- 15 days
11 to 15 years	- 17 days
16 to 20 years	- 19 days
21 to 25 years	- 21 days
26 to 30 years	- 23 days
31 or more years	- 25 days

Each **EMPLOYEE** may carry over, from one year to the next, one year's vacation days.

B. Section A. above only applies to permanent **EMPLOYEES** who have completed their ninety (90) day probation period. During the first partial year of employment, **NO** vacation can be used until after the ninety (90) day probation period is completed. Permanent **EMPLOYEES** earn one (1) day per month until January 1st, at which time they are eligible for Section A.

C. Whenever possible, the most senior **EMPLOYEES** shall be given preference in the selection of vacations, provided that there is no interruption of the normal operations of the **BOROUGH**.

D. For an occasional day off, and not a planned vacation and subject to not interrupting the normal operation of the **BOROUGH**, an **EMPLOYEE** must request a vacation in advance, giving at least seven (7) calendar days' notice, and such vacation shall not be unreasonably denied.

VIII. SICK DAYS:

A. Each of the **EMPLOYEES** shall have one (1) day sick leave per month for the first year. After the first year, each of the **EMPLOYEES** shall be entitled to fifteen (15) days per year, five (5) days of which may be used as personal days. Sick days may be accumulated from one (1) year to the next. Time is calculated from the first of each year. If a worker is hired during the course of a year, he

receives one (1) sick leave day per month until the start of the calendar year. Personal days will be prorated on the amount of sick leave time accumulated for that year, *i.e.*, if an **EMPLOYEE** starts July 1, he or she would receive two and one-half (2-1/2) personal days out of the six (6) sick leave days allotted him or her for that year.

B. If an employee is absent for reasons that entitle him to sick leave, his Supervisor shall be notified within 15 minutes of the **EMPLOYEE'S** usual reporting time, except in those work situations where notices must be given prior to **EMPLOYEE'S** starting time.

IX. TERMINAL LEAVE:

It is further expressly agreed that the following benefits derived either directly or indirectly from the **BOROUGH** ordinances shall continue for the life of this Agreement:

(a) Terminal Leave Policy as outlined in Ordinance No. 1414-88, as amended by Ordinance Nos. 1444-90 and 1696-97, (reference RGO 2.23), shall be deemed to be a part of this Agreement as if recited herein at length. It is specifically understood, however, that no **EMPLOYEE** hired after April 26, 1988 shall be entitled to any terminal benefit under this policy or this Contract. More particularly, an eligible employee to be eligible for the benefits hereunder must fulfill the requirements of one of the following:

1. Has retired on a disability.
2. Has retired after 25 years or more of service credit in a State or locally administered retirement system having a period of the last 20 consecutive years of service with the Borough of Fair Lawn at the time of retirement.
3. Has retired and reached the age of 65 years or older with 25 years or more of service credit in a State or locally administered retirement system having a period of the last 20 consecutive years of service with the Borough of Fair Lawn at the time of retirement.
4. Has retired and reached the age of 62 years or older with at least the last 15 years of service with the Borough of Fair Lawn at the time of retirement.

(b) All other benefits from all other **BOROUGH** ordinances now in existence, except that no **EMPLOYEE** hired after the effective date of the 1990 Salary Ordinance (March 19, 1990) shall be entitled to receive any

payment for accumulated sick leave as outlined in **BOROUGH** Ordinance No. 1414-88.

X. SALARY INCREMENTS:

- A. Each of the **EMPLOYEES** in a junior or senior position shall move from minimum to maximum in his or her particular job title by a process of five (5) steps within five (5) years.
- B. New employees hired as of the date of the signing of this contract shall move from minimum to maximum in his or her particular job title by a process of seven (7) steps within seven (7) years.
- C. Any of the **EMPLOYEES** promoted from the maximum pay rate of a Junior position to a Senior position shall reach the maximum of the Senior position in three (3) equal steps. This applies to Supervisors, Assistant Supervisors or the equivalent.

XI. LUNCH HOURS:

As to White Collar Employees:

Each of the **EMPLOYEES** shall have a period of one (1) hour for lunch on each work day. The Borough manager may stagger lunch hours to better serve the public.

As to Blue Collar Employees:

Each of the outside **EMPLOYEES** shall have a period of one-half (1/2) hour for lunch on each work day. Said **EMPLOYEES** shall receive a fifteen (15) minute coffee break in the morning in addition to a fifteen (15) minute coffee break in the afternoon of each work day.

XII. HOLIDAYS:

- A. Each of the **EMPLOYEES** shall have the following paid holidays:

1. New Year's Day	8. Labor Day
2. Lincoln's Birthday	9. Columbus Day
3. Martin Luther King Day	10. Veteran's Day
4. Washington's Birthday	11. Thanksgiving Day
5. Good Friday	12. Day after Thanksgiving
6. Memorial Day	13. Christmas Day

7. Fourth of July

14. One Floating Holiday – The Manager to provide date for holiday to the association committee for approval no later than July 1st of the preceding year.

B. Any of the **EMPLOYEES** who shall work on a holiday shall receive double-time.

C. The Police Dispatchers, which job designation is covered by this agreement, are permitted to take as holidays the actual day of the holiday instead of the date that the Borough celebrates it.

D. When Police Dispatcher is absent and the position must be covered, the Police Department must offer the overtime or comp time for the shift to the other Police Dispatchers before offering it to a Police Officer on a compensatory time or overtime basis. If there are sufficient police personnel already assigned to police duty for that shift and one of them is trained in dispatch operations, the Police Department can assign dispatch duties to the Police Officer already scheduled to work that shift as long as there is no overtime or compensatory time involved. In the event there is overtime or compensatory time to cover for an absent Police Dispatcher, the shift shall first be offered to other Police Dispatchers who have the right of first refusal.

XIII. UNIFORMS AS TO BLUE COLLAR EMPLOYEES:

A. The annual cost to the **BOROUGH**, per **EMPLOYEE**, shall not exceed the following costs:

One-Hundred and Sixty (\$160.00) Dollars for the year 2006;
Two Hundred and Twenty-Five (\$225.00) Dollars for the year 2007;
Two Hundred and Twenty-Five (\$225.00) Dollars for the year 2008; and
Two Hundred and Fifty (\$250.00) Dollars for the year 2009.

All Blue Collar **EMPLOYEES** shall receive a Fifty (\$50.00) maintenance stipend for uniforms which shall be payable on the pay day immediately preceding the Christmas Holiday.

B. New employees shall receive a new set of uniforms after they pass the probationary period, unless that time is within ninety (90) days of annual uniform distribution.

C. At the discretion of the Borough Manager, the Association may form a uniform committee consisting of no more than five (5) members to assist the **BOROUGH** in the selection and distribution of uniforms for Association members.

D. **EMPLOYEES** must wear prescribed uniforms unless given a waiver by their Department Head.

XIV. SHOE ALLOWANCE:

All Blue Collar **EMPLOYEES** under this Agreement shall receive a shoe allowance in the amount of Eighty (\$80.00) Dollars per year for all those eligible. This allowance shall also be provided to White Collar **EMPLOYEES** of the Engineering Department and Recycling Department, but only once every other year. The shoe allowance shall be computed over a two-year period at One Hundred Sixty (\$160.00) Dollars in each two-year period.

XV. PAYMENT FOR JOB-RELATED COURSEWORK AND FEES:

The Borough will pay for coursework, license fees and necessary professional organization fees required as part of the employee's job.

XVI. VACANCIES IN POSITIONS:

When a vacancy occurs in any position or a new position is established, a reasonable effort shall be made to notify all qualified personnel.

XVII. DISABILITY PLAN:

All **EMPLOYEES** are to be included in the State of New Jersey Disability Plan, if possible. If not, the **BOROUGH** will pay the total cost of the year's premium of an equivalent plan.

XVIII. PROMOTIONS:

A. All vacancies in promotional positions shall be filled pursuant to New Jersey Department of Personnel procedures.

1. Such vacancies shall be adequately publicized, including a notice to the Association in advance of the date of filling such vacancy. Nothing herein is to be construed to mean that the Borough Manager shall not be free to publicize and otherwise seek qualified personnel from outside the Borough to fill such vacancies.

2. **EMPLOYEES** who desire to apply for such vacancies shall notify the Borough Manager in writing within the time limit specified in the notice.
- B. Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrator-supervisory level, but which are part of the bargaining unit.
- C. In the event New Jersey Department of Personnel rules or regulations conflict with any of the above, such rules or regulations shall take precedence over this Article.

XIX. ASSOCIATION RIGHTS:

The Association shall have the right to exclusive use of one (1) unencumbered bulletin board prominently placed in an **EMPLOYEE** rest or luncheon area.

XX. EMPLOYEE AND BOROUGH RIGHTS:

- A. This Agreement shall not be construed to deny or restrict any **EMPLOYEE** or the **BOROUGH** of any rights as they may have under New Jersey laws or other applicable laws and regulations except where indicated in this Agreement.
- B. Whenever any **EMPLOYEE** is required to appear before his/her supervisor or the governing body concerning any matter which could adversely affect the continuation of that **EMPLOYEE** in his/her position of employment, he/she shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview, provided that the **EMPLOYEE** requests such representative, and further provided that such representative does not interfere with or delay the meeting or interview by more than two (2) days.

XXI. PARKING FOR WHITE COLLAR EMPLOYEES:

A specific area of parking spaces will be set aside for the White Collar **EMPLOYEES** in the Municipal Building parking lot.

XXII. PRIVACY PARTITION:

A privacy area will be placed in the Finance Office in order for **EMPLOYEES** to discuss personal business or personnel matters with the personnel from that Department.

XXIII. GRIEVANCE PROCEDURE:

A. DEFINITIONS:

1. The terms "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies or administrative decisions affecting terms and conditions of employment or of the express terms of this Agreement; a grievance may be raised by an individual unit employee, a group of unit employees, or the bargaining unit, at the request of any such individual or group, (hereinafter referred to as the "grievant").
2. Any reference to he, him, etc., shall also mean she, her, etc.

B. PURPOSE:

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall bypass any step of the grievance procedure except as expressly provided herein, and any failure to prosecute a grievance within the time periods provided shall constitute an absolute bar to relief and shall stop the grievant from prosecuting his grievance in any forum thereafter. This grievance procedure constitutes the sole and exclusive methods for raising and disposing of controversies within the definition of the term.

C. PROCEDURE:

1. STEP ONE:

- a) A grievant must file his grievance in writing with the immediate Supervisor or Foreman within five (5) calendar days of:
 - (1) the occurrence of the grievance or
 - (2) the time by which the grievant would have had knowledge of the occurrence with the exercise of reasonable diligence. Failure to act within five (5) calendar days of the occurrence shall be deemed to constitute an abandonment of the grievance on behalf of that individual or individuals.
- b) The written grievance must identify the grievant by name(s) and be signed by him (them) and the bargaining unit. It must set forth a statement of facts constituting the grievance, the approximate time and place of occurrence of the facts leading to

the grievance, the names of all **BOROUGH** representatives whose action or failure to act forms the basis of the grievance, the names of all witnesses the grievant intends to present, and the specific contract provision(s), if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant. Any written grievance failing to comport with the foregoing requirements shall be null and void, need not be processed by the **BOROUGH** and shall constitute an abandonment of the grievance. The matters and persons specified and identified in a written grievance shall not be expanded upon or added to subsequent to its filing, and the grievant shall be precluded from raising or presenting additional facts, witnesses, or contract provisions thereafter, except with the express written consent of the **BOROUGH**.

- c) Once a grievance comporting with all the foregoing requirements is timely filed, the immediate Supervisor or Foreman shall investigate the grievance and render a written response, which shall be given to the grievant within five (5) days from receipt of the grievance.

2. STEP TWO:

In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the immediate Supervisor or Foreman has not served a timely written response at Step One, then within three (3) calendar days after the response date set forth in Step One, the grievant may present the written grievance and any written response(s) received at Step One to the Department Head or his designee. Upon receipt of the grievance by the Department Head, the procedures set forth in Step One shall be followed, except that the parties shall meet within five (5) days of the presentation of the grievance to the Department Head or his designees and the Department Head or designee shall have five (5) days thereafter to respond in writing.

3. STEP THREE:

In the event the grievance is not resolve to the grievant's satisfaction at Step Two, or in the event the Department Head has not served a timely written response at Step Two, then within three (3) days after the response date set forth in Step Two, the grievant may present the written grievance and any written response(s) received at Step Two to the Borough Manager of his designee. Upon the receipt of the grievance by the Borough Manager, the procedures set forth in Step Two shall be followed, except that the parties shall meet within seven (7) calendar days of the presentation of the grievance to the Borough Manager or his designee, and

the Borough Manager or his designee shall have seven (7) calendar days thereafter to respond in writing.

4. **STEP FOUR:**

- a) With respect only to these grievances relating to the express written terms of this Agreement, if the grievance remains unsettled, the bargaining unit may, with seven (7) working days after the reply of the Borough Manager by written notice to the Borough Clerk, proceed to binding arbitration. A request for arbitration shall be made no later than such seven (7) day period and a failure to file within said time period shall constitute a bar to such arbitration unless the bargaining unit and **BOROUGH** shall mutually agree upon a longer time period within which to adjust such a demand.
- b) With regard to subject matters that are grievable, the arbitration proceedings shall be conducted by an arbitrator to be selected through the auspices of the New Jersey Public Employment Relations Commission. The arbitrator shall restrict his inquiry to the standards established by the Agreement and the arbitrator shall be requested to issue his decision within thirty (30) days.
- c) No arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Borough Manager. If the aggrieved elects to pursue Civil Service Procedure, the arbitration hearing shall be canceled and the matter withdrawn from arbitration with whatever costs being incurred in processing the case to arbitration being borne by the aggrieved.
- d) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this agreement or any amendment or supplement thereto.
- e) The costs of the services of the arbitrator shall be borne equally between the Borough of Fair Lawn and the White and Blue Collar Association. An aggrieved employee shall suffer no loss in pay as a result of the time spent appearing on his/her own behalf in an arbitration proceeding. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

f) The arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) calendar days after conclusion of the arbitration hearing unless otherwise agreed to by both parties. The award of the arbitrator shall be final and binding on the **BOROUGH**, the employee and the Association who are involved or affected. In the event there is an award of back pay, any earnings of the employee and unemployment shall be offset and deducted from the award.

D. TIME LIMITS:

Time limits may only be extended by mutual agreement of the parties in writing.

E. CIVIL SERVICE JURISDICTION:

Notwithstanding and foregoing provisions to the contrary, it is the intent of the parties that no matter what is in dispute, it is subject to the review and/or decision of the New Jersey Department of Personnel and may be submitted to arbitration. The parties hereby direct the arbitrator not to accept or to decide any matter in dispute that is subject to the New Jersey Department of Personnel review and decision.

BOROUGH OF FAIR LAWN.

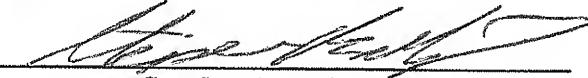
ATTEST:

Joanne M. Kwasniewski, RMC/CMC/MMC
Municipal Clerk

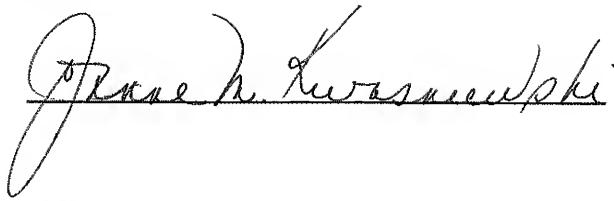
By Martin Etler
Martin Etler, Mayor

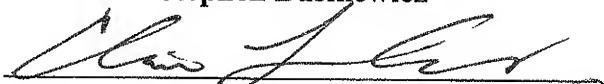
WHITE AND BLUE COLLAR EMPLOYEES'
ASSOCIATION OF FAIR LAWN,

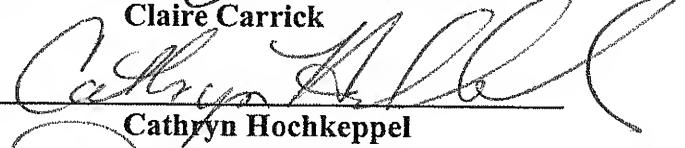
By


Stephen Buskiewicz

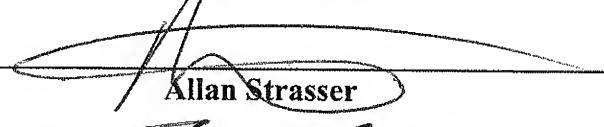
WITNESS:


Grace A. Kwasniewski


Claire Carrick


Cathryn Hochkeppel


Paul Sportelli


Allan Strasser


James Van Kruiningen

STATE OF NEW JERSEY)

SS.:

COUNTY OF BERGEN)

BE IT REMEMBERED, that on this ^{25th day of April 2006, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared JOANNE M. KWASNIEWSKI who, being by me duly sworn on her oath, doth depose and make proof to my satisfaction, that she is the Municipal Clerk of the Borough of Fair Lawn, the municipal corporation named in the within Instrument; that MARTIN ETLER is the Mayor of said municipal corporation; that the execution, as well as the making of this Instrument has been duly authorized by a proper resolution of the Borough Council of said municipal corporation; that deponent well knows the corporate seal of said municipal corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed and said Instrument signed and delivered by said Mayor, as and for his voluntary act and deed and as and for the voluntary act and deed of said municipal corporation, in the presence of deponent, who thereupon subscribed her name thereto as witness.}

Sworn and Subscribed to
before me, at Fair Lawn,
the date aforesaid

Marilyn B. Bojanowski

MARILYN B. BOJANOWSKI
Notary Public of New Jersey
My Commission Expires 2/24/09

Joanne M. Kwasniewski
JOANNE M. KWASNIEWSKI

STATE OF NEW JERSEY)

SS.:

COUNTY OF BERGEN)

BE IT REMEMBERED that on this 24 day of April 2006, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared STEPHEN BUSKIEWICZ, CLAIRE CARRICK, CATHRYN HOCHKEPPEL, PAUL SPORTELLI, ALLAN STRASSER and JAMES VAN KRUNINGEN, who, I am satisfied, are the persons named in and who executed the within Instrument, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed.

Joanne M. Kwasniewski

Joanne M. Kwasniewski
A Notary Public of New Jersey
My Commission Expires 6/11/2009